UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/584,520	05/31/2000	Claude M. Leglise	INTL-0391-US (P8805)	1973

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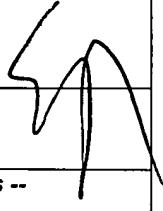| EXAMINER |
|---|
| RETTA, YEHDEGA |

ART UNIT	PAPER NUMBER
3622	

DATE MAILED: 02/07/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 07-01)

	Application No.	Applicant(s)
Office Action Summary	09/584,520	LEGLISE ET AL.
	Examiner	Art Unit
	Yehdega Retta	3622

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) ☒ Responsive to communication(s) filed on _5/31/00_ .

2a) ☐ This action is **FINAL**.   2b) ☒ This action is non-final.

3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4) ☒ Claim(s) _1-35_ is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5) ☐ Claim(s) _____ is/are allowed.

6) ☒ Claim(s) _1-35_ is/are rejected.

7) ☐ Claim(s) _____ is/are objected to.

8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9) ☐ The specification is objected to by the Examiner.

10) ☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

11) ☐ The proposed drawing correction filed on _____ is: a)☐ approved b)☐ disapproved by the Examiner.

    If approved, corrected drawings are required in reply to this Office action.

12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____ .

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).

    a) ☐ The translation of the foreign language provisional application has been received.

15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ .

4) ☐ Interview Summary (PTO-413) Paper No(s). _____ .

5) ☐ Notice of Informal Patent Application (PTO-152)

6) ☐ Other: .

DETAILED ACTION

Claim Rejections - 35 USC § 112

1.   The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

2.   Claims 6, 8 and 23-25 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

3.   Claims 6 and 8 recites the limitation " said processor-based system". There is insufficient antecedent basis for this limitation in the claim. Appropriate correction is required. For purpose of this examination, the limitation is considered as "a processor-based system".

4.   Claim 23 recites the limitation " the initial graphical user interfaces". There is insufficient antecedent basis for this limitation in the claim. Appropriate correction is required. For purpose of this examination, the limitation is considered as "the graphical user interfaces", since the independent claim 21 recites " graphical user interfaces".

5.   Claims 24 and 25 recites the limitation " the initial two graphical user interfaces". There is insufficient antecedent basis for this limitation in the claim. Appropriate correction is required. For purpose of this examination, the limitation is considered as "the graphical user interfaces", since the independent claim 21 recites "graphical user interfaces".

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

6.   Claims 1-35 are rejected under 35 U.S.C. 103(a) as being unpatentable over Netsurfer as taught by "Netsurfer makes it easy" Broadwatch Magazine ; Todd Judd Erickson January 2000, in view of "ZipLink's Virtual Internet Service Provider (ISP) Program Provides complete Turnkey Outsourcing Option PR Newswire; New York; Nov 4, 1999 (hereinafter ZipLink).

7.   Regarding claim 1, Netsurfer teaches providing signup CD to ISP, with everything on it, branded by an ISP; providing Internet service through graphical user interface provided by the service provider (ISP) (see page 76 col. 3, page 78 col. 2 and 3). Netsurfer teaches ISPs using branded interface can provide user access to the web, and direct access to the ISP's content partners (see page 76 col. 2 and 3). Netsurfer teach preventing the customer from accessing the Internet services from the service provider. Netsurfer further teaches the desktop application can be configured so user can not dig into the dial-up networking program to change the IP address or any other configuration, that way user is prevented form getting to the Internet without using the desktop program (see page 78 col. 3). Netsurfer teaches receiving information about the customer's preferences and customizing the content based on the information (see page 78 col. 3, page 80). Netsurfer however does not teach providing Internet services to customer through a service provider, on behalf of retail vendors, it is disclosed in Ziplink (see page 1). Ziplink teaches providing private-branded Internet connectivity, which enables e-businesses, affinity groups and web-centric organizations, etc. to become Virtual ISPs. Ziplink teaches that the service includes custom sign-up, activation and authentication, billing and collection, branded CD, e-mail and news service, etc. Ziplink teaches by using the system customers avoid the

tremendous investment of building and maintaining a national network and the cost of staffing a

customer care operation center (see page 1). Therefore, it would have been obvious to one of

ordinary skill in the art at the time of the invention to combine Netsurfer's signup platform and

Ziplink's branded Internet service. One would be motivated to provide private-branded Internet

service to e-business (retail vendors) that enable them to become Virtual ISPs since outsourcing

the connectivity or service and customer care function enables the customers (vendors) to

concentrate on building their business and avoid the tremendous investment of building and

maintaining a national network, as taught by Ziplink (see page 1).

8.   Regarding claim 2, Netsurfer teaches customizing the content provided based on the

customer's identity (see page 78 col. 3 and page 80 col. 1-3)

9.   Regarding claim 3, Netsurfer teaches controlling the initial graphical user interface

displayed after booting of the system (see page 78 col. 1 and 2). Netsurfer teaches once the

customer place the CD in the computer the signup program uses wizards to guide the user

through the account creation and network connection processes (see page 78).

10.   Regarding claim 4, Netsurfer does not teach providing confidential information to service

provider instead of retail store. Ziplink teaches the Virtual ISP program offering a full suite of

customer card management services including customer sign-up, activation and authentication,

which indicate that all the back-end services including authentication being performed by the

Virtual ISP (see page 1). It would have been obvious to one of ordinary skill in the art at the

time of the invention to combine Netsurfer's sign-up program with Ziplink's Virtual ISP

program. One would be motivated to provide confidential information to the Internet service

provider instead of the retail vendor since the service provider is the one who is performing the

authentication.

11.   Regarding claim 5, Netsurfer teaches providing the customer with a predefined set of

selection (see page 80 and fig. 2&3).

12.   Regarding claim 6, Netsurfer teaches enabling the service provider to provide remote

maintenance of the customer unit (processor-based system) (see page 80 col. 1)

13.   Regarding claim 8, Netsurfer teaches receiving the customer preference on customer

computer coupled to the service provider over the Internet, forwarding the customer preference

to the service provider, customizing the content based on the information (see page 80).

14.   Regarding claim 9, Netsurfer teaches automatically directing the customer to a server

associated with retail vendor when the customer wishes to obtain a product or service offered by

the retail vendor (see page 78 col. 2&3). Netsurfer teaches any ISP can have a branded desktop

with its own channels and content partners and the ISP-branded interface can provide user access

the web and a direct access to the ISP's content partners (retail vendors) (see page 78, col. 2&3

and fig. 1).

15.   Regarding claim 10, Netsurfer teaches service provider uses desktop application to

control what the user sees and when, and provides e-commerce companies space on the desktop

application (see page 78). Netsurfer teaches advertising included on a home page (see fig. 1).

Netsurfer does not teach the advertising is related the vendor, which the Internet service provider

is providing service for. Ziplink teaches the Virtual ISP program being designed to complement

an organization's marketing and customer retention efforts (see page 1). It would have been

obvious to one of ordinary skill in the art at the time of the invention to combine the teaching of

Netsurfer' desktop which includes advertisement and Ziplink's Virtual ISP program. One would be motivated to include advertising related to the vendor, in order to allow the vendor to provide targeted content to the subscribers. Official notice is taken that is old and well known in the art of Internet service to provide more than two graphical user interfaces for user to access the service. It would have been obvious to one of ordinary skill in the art at the time of the invention to require more than two graphical user interfaces before accessing the vendor site for the purpose of providing the user a first page, log-in page, to allow user login to the service provider's site and a second page, homepage, to allow the user to select a site he/she would like to access.

16.   Regarding claim 11, Netsurfer teaches providing signup CD to ISP, with everything on it, branded by the ISP; providing Internet service through graphical user interface provided by service provider (see page 76 col. 3, page 78 col. 2 and 3). Netsurfer teaches ISPs using branded interface can provide user access the web, and direct access to the ISP's content partners (see page 76 col. 2 and 3). Netsurfer teach preventing the customer from accessing the Internet services from the service provider. Netsurfer further teaches the desktop application can be configured so user can not dig into the dial-up networking program to change the IP address or any other configuration, that way user is prevented form getting to the Internet without using the desktop program (see page 78 col. 3). Netsurfer teaches receiving information about the customer's preferences and customizing the content based on the information (see page 78 col. 3, page 80). Netsurfer however does not teach providing Internet services to customer through a service provider, on behalf of retail vendors, it is disclosed in Ziplink (see page 1). Ziplink teaches providing private-branded Internet connectivity, which enables e-businesses, affinity

groups and web-centric organizations, etc. to become Virtual ISPs. Ziplink teaches that the

service includes custom sign-up, activation and authentication, billing and collection, branded

CD, e-mail and news service, etc. Ziplink teaches by using the system customers avoid the

tremendous investment of building and maintaining a national network and the cost of staffing a

customer care operation center (see page 1). Therefore, it would have been obvious to one of

ordinary skill in the art at the time of the invention to combine Netsurfer's signup platform and

Ziplink's branded Internet service. One would be motivated to provide private-branded Internet

service to e-business (retail vendors) that enable them to become Virtual ISPs since outsourcing

the connectivity or service and customer care function enables the customers (vendors) to

concentrate on building their business and avoid the tremendous investment of building and

maintaining a national network, as taught by Ziplink (see page 1).

17.   Regarding claim 21, Netsurfer teaches a processor and a storage, the storage coupled to

the processor (customer computer), the storage storing instructions that enable the processor to

obtain Internet services. Netsurfer teaches providing signup CD to ISP, with everything on it,

branded by the ISP (see page 76 col. 3, page 78 col. 2 and 3). Netsurfer teaches when the Signup

CD is loaded on user's computer the system posts the data to a server that sets up a user account,

to provide Internet service (see page 78 col. 1&2). Netsurfer teaches using branded interface

provides the user access to the web, and direct access to the ISP's content partners (see page 76

col. 2 and 3). Netsurfer teach loading the signup CD preventing the customer from accessing the

Internet services from the service provider. Netsurfer further teaches the desktop application can

be configured so user can not dig into the dial-up networking program to change the IP address

or any other configuration, that way user is prevented form getting to the Internet without using

the desktop program (see page 78 col. 3). Netsurfer teaches receiving information about the

customer's preferences and customizing the content based on the information (see page 78 col. 3,

page 80). Netsurfer however does not teach providing Internet services to customer through a

service provider, on behalf of retail vendors, it is disclosed in Ziplink (see page 1). Ziplink

teaches providing private-branded Internet connectivity, which enables e-businesses, affinity

groups and web-centric organizations, etc. to become Virtual ISPs. Ziplink teaches that the

service includes custom sign-up, activation and authentication, billing and collection, branded

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tremendous investment of building and maintaining a national network and the cost of staffing a

customer care operation center (see page 1). Therefore, it would have been obvious to one of

ordinary skill in the art at the time of the invention to combine Netsurfer's signup platform and

Ziplink's branded Internet service. One would be motivated to provide private-branded Internet

service to e-business (retail vendors) that enable them to become Virtual ISPs since outsourcing

the connectivity or service and customer care function enables the customers (vendors) to

concentrate on building their business and avoid the tremendous investment of building and

maintaining a national network, as taught by Ziplink (see page 1).

18.   Claims 12 and 22 are rejected as stated above in claim 2.

19.   Claim 13, is rejected as stated above in claim 3.

20.   Claims 14, 23 and 24 are rejected as stated above in claim 4.

21.   Claim 15 is rejected as stated above in claim 5.

22.   Claims 16, 29 and 30 are rejected as stated above in claim 6.

23.   Claim 17 is rejected as stated above in claim 7.

24.   Claims 18, 26 are rejected as stated above in claim 8.

25.   Claim 19 is rejected as stated above in claim 9.

26.   Claim 20 is rejected as stated above in claim 10.

27.   Regarding claim 25, Netsurfer teaches storing instruction that enable the system to

control the initial graphical user interfaces from being changed (see page 78 col. 1&2).

28.   Regarding claim 27, Netsurfer teaches user computer, which includes housing and

display (see page 78 col. 1).

29.   Regarding claim 28, Netsurfer teaches providing signup CD to ISP, with everything on it,

branded by the ISP; providing Internet service through graphical user interface provided by

service provider (see page 76 col. 3, page 78 col. 2 and 3). Netsurfer teaches ISPs using branded

interface can provide user access to the web, and direct access to the ISP's content partners

through a client process-based system (see page 76 col. 2 and 3). Netsurfer teach preventing the

customer from accessing the Internet services from the service provider. Netsurfer further

teaches the desktop application can be configured so user can not dig into the dial-up networking

program to change the IP address or any other configuration, that way user is prevented form

getting to the Internet without using the desktop program (see page 78 col. 3). Netsurfer teaches

receiving information about the customer's preferences and customizing the content based on the

information (see page 78 col. 3, page 80). Netsurfer however does not teach providing Internet

services to customer through a service provider, on behalf of retail vendors, it is disclosed in

Ziplink (see page 1).   Ziplink teaches providing private-branded Internet connectivity, which

enables e-businesses, affinity groups and web-centric organizations, etc. to become Virtual ISPs.

Ziplink teaches that the service includes custom sign-up, activation and authentication, billing

and collection, branded CD, e-mail and news service, etc. Ziplink teaches by using the system

customers avoid the tremendous investment of building and maintaining a national network and

the cost of staffing a customer care operation center (see page 1). Therefore, it would have been

obvious to one of ordinary skill in the art at the time of the invention to combine Netsurfer's

signup platform and Ziplink's branded Internet service. One would be motivated to provide

private-branded Internet service to e-business (retail vendors) that enable them to become Virtual

ISPs since outsourcing the connectivity or service and customer care function enables the

customers (vendors) to concentrate on building their business and avoid the tremendous

investment of building and maintaining a national network, as taught by Ziplink (see page 1).

30.   Claim 31 is rejected as stated above in claim 11.

31.   Regarding claims 7 and 32, Netsurfer does not teach providing customized advertising to

the client based on preferences received form the client. Official notice is taken to provide

customized advertising to said client based on preferences received form the client is old and

well known in the art of marketing. One would be motivated to provide customized advertising

based on user preference in order to develop a one-to-one relationship with the user, by

providing a targeted content.

32.   Regarding claim 33, Netsurfer teaches a processor and a storage, the storage coupled to

the processor (customer computer), the storage storing instructions that enable the processor to

obtain Internet services (interface) (see page 78 col. 1). Netsurfer teaches providing signup CD

to ISP, with everything on it, branded by the ISP (see page 76 col. 3, page 78 col. 2 and 3).

Netsurfer teaches when the Signup CD is loaded on user's computer the system posts the data to

a server that sets up a user account, to provide Internet service (see page 78 col. 1&2). Netsurfer

teaches using branded interface provides the user access to the web, and direct access to the

ISP's content partners (see page 76 col. 2 and 3). Netsurfer teach loading the signup CD

preventing the customer from accessing the Internet services from the service provider.

Netsurfer further teaches the desktop application can be configured so user can not dig into the

dial-up networking program to change the IP address or any other configuration, that way user is

prevented form getting to the Internet without using the desktop program (see page 78 col. 3).

Netsurfer teaches receiving information about the customer's preferences and customizing the

content based on the information (see page 78 col. 3, page 80). Netsurfer however does not teach

providing Internet services to customer through a service provider, on behalf of retail vendors, it

is disclosed in Ziplink (see page 1). Ziplink teaches providing private-branded Internet

connectivity, which enables e-businesses, affinity groups and web-centric organizations, etc. to

become Virtual ISPs. Ziplink teaches that the service includes custom sign-up, activation and

authentication, billing and collection, branded CD, e-mail and news service, etc. Ziplink teaches

by using the system customers avoid the tremendous investment of building and maintaining a

national network and the cost of staffing a customer care operation center (see page 1).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the

invention to combine Netsurfer's signup platform and Ziplink's branded Internet service. One

would be motivated to provide private-branded Internet service to e-business (retail vendors) that

enable them to become Virtual ISPs since outsourcing the connectivity or service and customer

care function enables the customers (vendors) to concentrate on building their business and avoid

the tremendous investment of building and maintaining a national network, as taught by Ziplink

(see page 1).

33.   Claim 34 is rejected as stated above in claim 32.

34.   Regarding claim 35, Netsurfer does not teach storing information about user activities in

the storage. Official notice is taken that is old and well known in the art of Internet to monitor

and store user's activities. One would be motivated to track and store user's activity in order to

provide a targeted advertisement based on user's activity.

Conclusion

35.   The prior art made of record and not relied upon is considered pertinent to applicant's

disclosure.

Mattaway et al. U.S. Patent No. 6,009,469 teaches user interface for Internet telephony

application.

Monteiro et al. U.S. Patent No. 5,778,187 teaches multicasting method and apparatus.

Smith U.S. Patent No. 5,774,652 restricted access computer system.

Karaev et al. U.S. Patent No. 5,802,518 information delivery system and method.

Branded Internet Access: Traditional Business Gets a New Lock on Customers Through

iDigi Networks; PR Newswire; New York; Aug 20 1999.

Ubrandit.com to expand its Internet offerings to include a fully branded virtual ISP Portal

Service to companies and affinity Groups; Business Wire; New York; Mar 7, 2000;

Business Editors.

Brand3 touts branded Net access, Adweek; New York; Mar 6, 2000; Janis Mara.

IKANO expands DSL availability through a strategic partnership with New Edge

Networks; PR NEWSWIRE; March 13, 2000.

A service in kind; Tele.Com; Manhasset; May 3, 1999; Anne Zieger.

Internet Entrepreneur eyes a new web service his company, I2EYENET.COM launches its "background" operation today; The Post – Standard; Syracuse; Aug 6, 1999; Tim Knauss Staff writer.

Local Internet Co. Working to Change Face of On-line Banking; The Business Journal – Central New York; Syracuse; Dec 17, 1999; Mark Hadley.

Meet the "virtual ISP", Telephony, Aug 10, 1998, Vince Vittore.

Internet America, Inc. Announces Pact With Netsurfer; Netsurfer Software Will Make Signing up Fast and Easy; PR Newswire; New York; Jun 8, 1999.

Netsurfer, Inc. Becomes Approved Vendor to the Internet Service Provider's Consortium; Janice Lewis. June 8, 1998.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Yehdega Retta whose telephone number is (703) 305-0436. The examiner can normally be reached on 7:30-4:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Eric Stamber can be reached on (703) 305-8469. The fax phone numbers for the organization where this application or proceeding is assigned are (703) 872-9326 for regular communications and (703) 872-9327 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-1113.

Yehdega Retta
Examiner
Art Unit 3622

YR
February 5, 2003